

COTTONWOOD HEIGHTS

RESOLUTION NO. 2008-36

A RESOLUTION APPROVING ENTRY INTO AN AMENDMENT TO AN INTERLOCAL AGREEMENT WITH SALT LAKE COUNTY FOR PUBLIC WORKS SERVICES

WHEREAS, *Utah Code Ann.* §11-13-5 provides that any two or more public agencies may enter into agreements with one another for joint or cooperative action following the adoption of an appropriate resolution by the governing body of each participating public agency; and

WHEREAS, effective 15 January 2005, the city of Cottonwood Heights (the “*City*”) and Salt Lake County (the “*County*”) entered into an interlocal agreement (the “*Agreement*”) whereunder the County agreed to provide public works services to the City through 30 June 2005 on the terms and conditions specified in the Agreement; and

WHEREAS, the Agreement provides, *inter alia*, that the Agreement may be renewed for succeeding one-year periods upon mutual approval of a revised “Exhibit A” to the Agreement; and

WHEREAS, the City and the County heretofore have amended and/or renewed the Agreement for the cumulative period of 1 July 2005 through 30 June 2008 pursuant to four successive amendments to and renewals of the Agreement; and

WHEREAS, the County has proposed to continue to provide public works services within the City for the period of 1 July 2008 through 30 June 2009 as provided in the proposed “Fifth Amendment and Renewal to Agreement for Public Works Services Between Salt Lake County and Cottonwood Heights” (the “*Fifth Amendment*”); and

WHEREAS, the city council (the “*Council*”) of the City met in regular session on 27 May 2008 to consider, among other things, approving the City’s entry into the Fifth Amendment; and

WHEREAS, the Council has reviewed the form of the Fifth Amendment, a photocopy of which is annexed hereto; and

WHEREAS, the city attorney of the City has approved the form of the Fifth Amendment as required by *Utah Code Ann.* §11-13-202.5(3); and

WHEREAS, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the City’s residents to approve the City’s entry into the Fifth Amendment as proposed in order to make efficient use of the City’s resources;

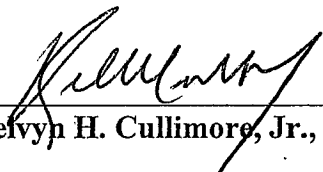
NOW, THEREFORE, BE IT RESOLVED by the city council of Cottonwood Heights that the attached Fifth Amendment with the County is hereby approved, and that the City’s mayor and

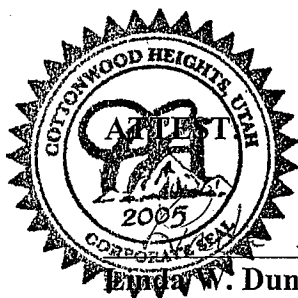
recorder are authorized and directed to execute and deliver the Fifth Amendment on behalf of the City.

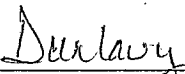
This Resolution, assigned no. 2008-36, shall take effect immediately upon passage.

PASSED AND APPROVED this 27th day of May 2008.

COTTONWOOD HEIGHTS CITY COUNCIL

By 
Kelvyn H. Cullimore, Jr., Mayor




Linda W. Dunlavy, Recorder

VOTING:

Kelvyn H. Cullimore, Jr.	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Gordon M. Thomas	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
J. Scott Bracken	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Don J. Antczak	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Bruce T. Jones	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>

DEPOSITED in the office of the City Recorder this 27th day of May 2008.

RECORDED this 28 day of May 2008.

WST\CH\505604.1

**FIFTH AMENDMENT AND RENEWAL
TO
AGREEMENT FOR PUBLIC WORKS SERVICES
BETWEEN
SALT LAKE COUNTY AND COTTONWOOD HEIGHTS**

THIS AMENDMENT ("Amendment") to the Agreement for Public Works Services dated January 15, 2005 ("Agreement") is made and entered into the ____ day of _____, 2008, by and between the CITY OF COTTONWOOD HEIGHTS, a body corporate and politic of the State of Utah, hereinafter called "CITY" and SALT LAKE COUNTY, a body corporate and politic of the State of Utah, hereinafter called "COUNTY" (the COUNTY and the CITY are collectively referred to herein as the "Parties"). This Amendment is to be effective July 1, 2008.

RECITALS

A. The Parties entered into an Agreement, pursuant to the Utah Interlocal Cooperation Act, for public works services effective January 15, 2005 with respect to providing public works services by COUNTY to CITY.

B. The Agreement provides, *inter alia*, that the Agreement may be renewed for succeeding one-year periods upon mutual approval of a revised "Exhibit A."

C. Pursuant to said provisions, the Parties (1) previously renewed the Agreement for the period of July 1, 2005 through June 30, 2006, pursuant to their "First Amendment and Renewal to Agreement for Public Works Services" dated effective July 1, 2005, (2) amended the Agreement pursuant to their "Second Amendment to Agreement for Public Works Services" dated effective March 2006, (3) amended the Agreement pursuant to their "Third Amendment and Renewal to Agreement for Public Works Services" dated effective July 1, 2006,

(4) amended the Agreement pursuant to their "Fourth Amendment and Renewal to Agreement for Public Works Services" dated effective July 1, 2007 and (5) desire to further amend the Agreement to renew the Agreement for the period of July 1, 2008 through June 30, 2009, and have prepared a revised "Exhibit A" reflecting the adjusted contract price for July 1, 2008 through June 30, 2009.

D. The Parties have determined that it is mutually advantageous to continue the Agreement as amended by this document and its reference to the revised "Exhibit A."

AGREEMENT

THEREFORE, in consideration of the premises, the mutual covenants and undertakings of the Parties hereto, and in compliance with and pursuant to the provisions of the Interlocal Cooperation Act, the Parties agree as follows:

1. "Exhibit A." The revised "Exhibit A," attached hereto and incorporated by reference, shall be made part of the Agreement.
2. Terms of Art. Unless otherwise specified in this Amendment, all capitalized "terms of art" or other defined terms in this Amendment shall have the same meanings as in the Agreement.
3. Amendment. Section 12 of the Agreement is amended to extend the term of the Agreement through June 30, 2009, and the reference to "30 June 2005" in section 17(b) of the Agreement is hereby amended to instead refer to "30 June 2009."
4. Renewal. The Parties hereby renew the Agreement, as amended, through June 30, 2009.
5. No Other Modifications. Except as specifically amended above, the Agreement and prior Amendments shall remain unmodified and in full force and effect.

6. Approval by attorneys. This Amendment shall be submitted to the authorized attorneys for the Parties for approval in accordance with UTAH CODE ANN. § 11-13-9.

IN WITNESS WHEREOF, the Parties do execute this Agreement on the day and year first set forth above.

APPROVED AS TO FORM
Salt Lake County District Attorney's Office
By [Signature]
Deputy District Attorney
Date 4/16/08

SALT LAKE COUNTY

By _____
Mayor or Designee

STATE OF UTAH)
 : ss.
County of Salt Lake)

On this _____ day of _____, 2008, personally appeared before me _____, who being duly sworn, did say that (s)he is the _____ of Salt Lake County, Office of Mayor, and that the foregoing instrument was signed on behalf of Salt Lake County, by authority of law.

Notary Public
Residing in Salt Lake County, Utah

COTTONWOOD HEIGHTS

By [Signature]
City Manager MAYOR



[Signature]
City Recorder

APPROVED AS TO FORM:
[Signature]
Wm. Stanton Topham,
Cottonwood Heights City Attorney

Exhibit A
Cottonwood Heights
Public Works Services Contract
July 1, 2008 through June 30, 2009

Contract Item	2008-20089
General Services	
General Road Maintenance	150,000
Street sweeping	70,000
Snow Removal	400,000
Traffic Analysis	1,000
Sign Maintenance	20,000
Street marker upgrade	50,000
Road Striping	36,000
School Flashers	2,000
Street Light Maintenance	20,000
Traffic Signal Maintenance	60,000
Storm Drain Maintenance	63,000
Weed Control	3,000
Small projects (curb and gutter, storm drain, etc.)	25,000
Total General Services	900,000

Not included:

UP&L charges for electricity on signals, school flashers, street lights and sprinkler controllers; water bills for landscaped areas. These are billed separately.

The CITY shall reimburse the County for the total actual cost of the work performed, including labor, equipment, materials, and indirect costs, if any, as outlined in the contract.